

CONTRACT

NO. 01-12-A-122336-1196
AMENDMENT NO. _____
This number must appear on all
invoices, correspondence, and
documents pertaining to this
contract

AG Contract No. KR96-1951-TRN
ADOT ECS File No. JPA 96-
Project: Sale of Fuel
Section: Pima County

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA**

THIS AGREEMENT is entered into 31 December, 1996, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the PIMA COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

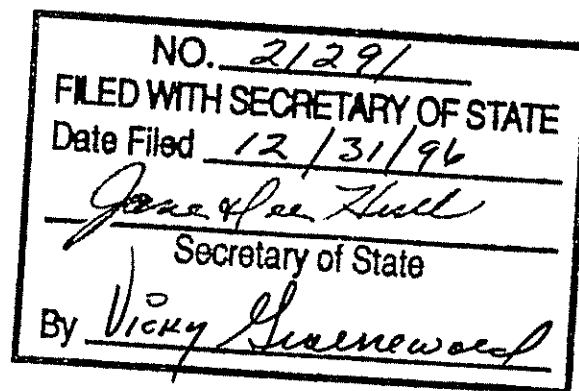
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has a requirement for motor vehicle fuel throughout the County. The County has fueling facilities (see Attachment A for a list of County Fueling Station Sites) and has agreed to provide fuel for State vehicles.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:



II. SCOPE

1. The County will:

a. Provide fuel from its field service trucks and fueling stations located throughout Tucson and Pima County. It is expressly understood that County vehicles have priority to said fuel at all times.

b. Issue to the State individual driver and vehicle fueling keys.

b. Assume no liability for damage to State vehicles from County provided fuel.

c. No more often than monthly, invoice the State with an itemized statement for fuel dispensed at the prevailing dispenser price plus one cent per gallon.

2. The State will:

a. Provide the County a list of authorized motor vehicles (by vehicle license number, type and fuel type) and operators, who shall observe all County rules, regulations and safety procedures while entering, refueling and leaving County fueling facilities.

b. Notify the County immediately when a fueling key becomes lost or stolen. Any fuel obtained prior to notification to the County will be the responsibility of the State and the State will be billed accordingly.

c. Reimburse the County for the previous month's invoice for fuel within 15 days after receipt. Coordinate as needed with the County, and be responsible for all costs associated with accidents or damage caused by State vehicles to State property.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect until January 31, 2001, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. Either party may terminate this agreement at anytime by giving thirty (30) days written notice to the other party.

PIMA COUNTY AUTOMOTIVE SERVICES
FUELING STATION SITES

| SITE | STREET ADDRESS | CITY |
|------|-----------------------|--------------|
| 001 | 1301 S. Mission Road | Tucson |
| 002 | 190 W. Congress | Tucson |
| 003 | 4700 S. Houghton Road | Tucson |
| 004 | 3390 N. Richey Road | Tucson |
| 005 | 2545 E. Ajo Way | Tucson |
| 008 | 4701 W. Ina Road | Tucson |
| 006 | 601 N. La Canada | Green Valley |
| 007 | 12600 Sanders Road | Marana |
| 009 | 1295 Well Road | Ajo |


ATTACHMENT A
JPA 96-118

JPA 96-118

RESOLUTION

BE IT RESOLVED on this 4th day of September 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with Pima County for ADOT to obtain fuel from the County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Administrator, Equipment Services for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 1996- 234

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
PIMA COUNTY, ARIZONA, APPROVING AND
AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
PIMA COUNTY AND THE STATE OF ARIZONA,
DEPARTMENT OF TRANSPORTATION PROVIDING
FOR FUELING OF STATE VEHICLES AT COUNTY
FACILITIES**

WHEREAS: the execution of the Intergovernmental Agreement between Pima County and the State of Arizona, Department of Transportation, allowing state vehicles to use county fueling facilities to obtain fuel is in the best interests of the public;

WHEREAS: the purpose of this agreement is allow the State of Arizona, Department of Transportation vehicles to use Pima County fuel facilities in order to obtain fuel and establish the rights and obligations of the parties for that purpose;

WHEREAS: the Intergovernmental Agreement shall become effective upon the date that a fully executed copy is filed with the Secretary of State's Office;

WHEREAS: the participation in contract benefits Pima County and the State of Arizona, Department of Transportation;

NOW THEREFORE, BE IT RESOLVED BY THE PIMA COUNTY BOARD OF SUPERVISORS:

That the Intergovernmental Agreement is hereby authorized and approved;

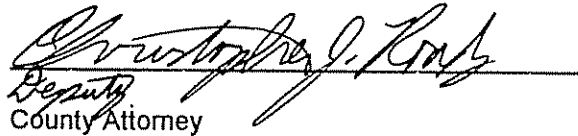
That the Chairman of the Board of Supervisors, Paul Marsh, is hereby authorized and directed to execute said agreement on behalf of Pima County;

That the various county officers and employees be and hereby are authorized

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 18th day of September 1996.


Deputy
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-1951TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 20, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:cl/2764